## ROBERT A. VORT

Attorney at Law of New Jersey www.vortlaw.com

2 University Plaza, Suite 101 Hackensack, New Jersey 07601 Telephone: 201-342-9501 Facsimile: 201-342-9504

August 18, 2015

Hon. Joseph A. Dickson
United States District Court
for the District of New Jersey
United States Courthouse
50 Walnut Street
Newark, New Jersey 07102

Re: Singer v. Covista, Inc. Civil Action No. 10-6147 JLL

Dear Judge Dickson:

I have been requested by Ronald Kuzon, the former general counsel to Covista, Inc. to respond as follows:

"I am in receipt of the Plaintiff's letter requesting a conference to address issues that were raised in his (Mr. Paris') September 26, 2014 letter to the Court, since the mediation did not result in a settlement satisfactory to Plaintiff. Unfortunately, the Defendant relied on a commitment from a third party that turned out to be spurious, at best. Defendant's desire to open up issues for demands which have already been satisfied seems to be a waste of the Court's time. I have spoken to the Defendant's and they are in the process of creating a new business model for Covista, relying on their controlling all of the parts to make it happen, which, will adequately address the Plaintiff's claim. This was communicated to Plaintiff this week directly by the Defendant. The prior opportunity, however, was not in Defendant's control and the would be third party buyer turned out to be less than honest about his intentions. In that vein, we request the Court to postpone any hearing of issues outlined in Plaintiff's letter dated September 26, 2014 for 60 days. In the interim, we can send to the Court an outline of how Covista is planning to execute a new business model, which will include a plan to satisfy Plaintiff's demands."

I did not participate in the discussions which generated the apparent conditional settlement agreement. I appeared at Mr. Tobia's office on January 14, 2015 for a settlement conference in

Hon. Joseph A. Dickson -2-

August 18, 2015

which Mr. Kuzon spoke on behalf of Covista. My involvement since has been simply to forward to him and to Warren Feldman notices generated by PACER and to forward e-mails from Mr. Tobia and Mr. Paris on which Mr. Kuzon has not been listed as an addressee.

I renew my request to be relieved as defendant's counsel. Since I appeared at Mr. Tobia's office on January 14, 2015, I have had little contact with anyone in this matter. My only contact has been to telephone Mr. Tobia when I received the Court's directive to respond to Mr. Paris' recent letter.

The defendant has consented to my request to withdraw. Only Mr. Paris objects on some theory that I am permanently bound to this case. He apparently believes that the threat of sanctions against me personally will cause or enable me to pressure defendant to pay money. I wish I had that power, but I cannot even persuade them to pay the money I have already billed to Covista for services rendered at their request.

Respectfully submitted,

RAV: bap

Simon Bahne Paris, Esq. - by PACER only Ronald Kuzon, Esq. - by e-mail only to rkuzon@hotmail.com 11-107